

## **Atlanta Police Department Confidentiality and Nondisclosure Agreement**

The undersigned employee, \_\_\_\_\_, of the City of Atlanta, Atlanta Police Department (hereafter "Department") acknowledges the following:

- A. Department has employed employee to devote his or her full time, attention, and energies to the business of the Department and to use his or her best effort, skills, and abilities in performing the specific duties of such employment
- B. APD.SOP.2010 "Work Rules", section 4.1.14 states that "Employees will treat as confidential the business, activities, files, and reports of the Department. They must not impart knowledge of the above except to those who have a "right to know". Employees will also comply with any nondisclosure agreement(s) in which they have entered".
- C. As a consequence of the employee's assignment, employee will have access to information not generally known to the general public or to other employees within the Department. It is the policy of the Department that all such information remain confidential.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

- A. Employee will not at any time, during or after the period of his or her employment with the Department, directly or indirectly use, disseminate, or disclose to any person, firm, or other entity for any purpose whatsoever, any information that is not generally known to the general public and/or other employees of the Department, which was disclosed to the employee or known by the employee as a consequence of or through his or her employment with the Department.
- B. Employee agrees that section (A) will not be construed to prevent the disclosure of information contemplated herein in the performance of his or her duties as an employee or as required by the applicable law, regulatory authority, recognized subpoena power, or any court of competent jurisdiction.
- C. Employees will hold in a fiduciary capacity for the benefit of the Department all information described in (A) above.
- D. Employee agrees to return to employer all documents, records, notebooks, audio tapes, video tapes, pictures, memory storage device, or any other repository of information or property containing information described in (A), including all copies of such items, upon request of the employer.
- E. Employee acknowledges that the time, scope, and geographic area and all other provisions of this acknowledgement are reasonable under the circumstances of the employee's assignment. Employee further acknowledges that if, despite the express agreement of the employee and employer, a court holds any portion of this acknowledgement unenforceable for any reason, that the maximum restrictions of time, scope, and geographic area as determined by the court will be substituted for those restrictions held unenforceable.

By signing below, employee acknowledges that a breach of this Confidentiality and Nondisclosure Agreement:

- A. Will be a violation of APD.SOP.2010 "Work Rules", section 4.1.14;
- B. Will subject the employee to investigation and disciplinary action in accordance with APD.SOP.2020 "Disciplinary Process";
- C. May result in other administrative, civil, and/or criminal action.

Acknowledged:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Unique ID

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Unique ID

\_\_\_\_\_  
Date